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have not been questioned. What the driver did, was to furnish them with the necessary means of doing so. If the authority of *Logan vs. Matthews* is not to be overturned, and common sense upset along with it, the driver and passengers were alike innocent of every offence, except, perhaps, that of patronizing the wrong church.

In the District Court for the City and County of Philadelphia.

BECKER vs. LEVY.

1. The removal of the maker and indorser of a promissory note into another jurisdiction after the execution of the instrument, will dispense with the necessity of presentment and notice of non-payment.
2. It seems, that the indorsement of a note by one not a party to it, in the absence of evidence of any particular intention, authorizes the payee to write over his name any form of engagement he may see proper.

F. C. Brightly, for plaintiff.

J. A. Phillips, for defendant.

The opinion of the Court, in which the facts appear, was delivered by

SHARSWOOD, P. J.—The note sued on was drawn by one Tuteur to the order of the plaintiff, and was indorsed by the defendant, without any previous indorsement by the plaintiff. In *Kyner vs. Shower* (13 Penn. St. Rep. 444), it was held, that when a person who is neither maker, drawer, payee or acceptor, puts his name on commercial paper, in the absence of evidence of what was the particular intention of the parties, he authorizes the payee to write over his name any form of engagement he may see proper. And the authority of that case, to that point, is recognized in *Campbell vs. Knapp* (15 Penn. St. Rep. 30). Taking it, however, to be an indorsement, according to *Taylor vs. McCune* (11 Penn. St. Rep. 460), in which it was held that the blank indorsement of a note by

one not a party to it, although out of the usual form, makes the indorser *prima facie* liable as such, and entitles him to the advantages of an indorser in a suit against him by the payee, we are of opinion that the plaintiff is entitled to judgment upon the reserved point.

When the note was made and executed, both the maker, Tuteur, and the indorser, Levy, lived at Macon, Georgia. At its maturity, Tuteur lived at Pittsburg, and Levy at Danville, Pa. Whether Becker knew of this at the maturity of the note, depended upon the affidavit of the defendant, which plaintiff had read, but, under the case of *Reid vs. Morrison* (2 W. & S. 401), does not appear to be material. That decides, that if the maker removes into another jurisdiction after the execution of the instrument, that circumstance will dispense with the necessity of making further inquiry after him. It recognises *McGruder vs. Bank of Washington* (9 Wheat. 601), in which a removal of only nine miles from the District of Columbia into the State of Maryland, was held sufficient to excuse presentment. "Precision and certainty," say the Court, "are often of more importance to the rules of law than their abstract justice. On this point, there is no other rule that can be laid down, which will not leave too much latitude as to place and distance."

Rule discharged, and judgment for plaintiff.

ABSTRACTS OF RECENT DECISIONS.

*Supreme Court of Pennsylvania, March, 1854.*¹

Agent—Pleading.—In an action against an agent for not collecting and paying over the amount of a draft placed in his hands for that purpose, it is not necessary to allege a previous demand in the declaration. Such demand would only be necessary where the agent had collected the

¹ We have prepared a number of abstracts of important decisions of the Supreme Court of this State, but our space will not permit, in this number, to give more than a few of them.